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66 BARRY LANE, LLC

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re
66 BARRY LANE, LLC,
Debtor in Possession.

BK Case No.: 23-51443-DM

Chapter 11

**DECLARATION OF MICHAEL OHAYON
IN SUPPORT OF MOTION TO SELL REAL
PROPERTY COMMONLY KNOWN AS 66
BARRY LANE, ATHERTON, CALIFORNIA
94027 FREE AND CLEAR OF LIENS**

[11 U.S.C. §§ 363(b)(1), (f)(2)-(4), (m); F.R.B.P. 6004(a); and B.L.R. 6004-1]

AFFECTED LIENHOLDERS:

- (1) Technology Credit Union
 - (2) Community Bank of the Bay
 - (3) Dakota Note, LLC
 - (4) Nariman Seyed Teymourian
 - (5) Gail Suzanne Marie Teymourian
 - (6) 2700 Middlefield Road, LLC, a Delaware limited liability company
 - (7) Ferrando Diversified Capital, LLC, a California limited liability company
 - (8) Alviso Park, LLC, a Delaware limited liability company



(9) Sarah L. Little, Chapter 7 Trustee for the Estate Nariman Seyed Teymourian

Date: April 5, 2024
Time: 10:00 a.m.
Location: Telephonic / Videoconference
Judge: Hon. Dennis Montali

I, Michael Ohayon, hereby declare as follows:

8 1. I am the responsible individual for debtor in possession 66 Barry Lane, LLC
9 ("Debtor") in the above-captioned matter. I have personal knowledge of the facts set forth in
10 this declaration and, if called as a witness, I could and would testify competently thereto, except
11 with respect to those matters stated to be on information and belief, and as to those matters, I
12 believe them to be true.

13 2. I make this declaration in support of the *Motion to Sell Real Property Commonly*
14 *Known as 66 Barry Lane, Atherton, California 94027 Free and Clear of Liens* (the “Motion”)
15 filed concurrently herewith in the above-referenced matter.

16 3. On or about February 15, 2024, Debtor accepted the counter-offer from B. Lima
17 LLC to purchase residential real property commonly known as 66 Barry Lane, Atherton,
18 California 94027 (the “Barry Lane Property”) for the sum of Twenty-Three Million Dollars
19 (\$23,000,000) subject to those terms and conditions set forth in *Residential Purchase Agreement*,
20 as amended and ratified, which is attached as **Exhibit A** to the Declaration of William Henry
21 Haze filed in support of the Motion.

22 4. Using Debtor's sound business judgment, the terms and conditions for the sale of
23 the Barry Lane Property (**Exhibit A**), including the Buyer's purchase price of \$23,000,000, is the
24 highest and best price for the Barry Lane Property, and that an immediate sale of the Barry Lane
25 Property is in the best interests of the bankruptcy estate and all creditors. Further, in accepting
26 this offer, there was: (a) no improper or bad-faith motive; (b) the purchase price is fair and was
27 achieved through arms-length negotiations; and (c) there was adequate procedures and exposure
28 of the Barry Lane Property to the market to ensure reasonable notice to all parties interested in



1 purchasing the Barry Property.

2 As such, Debtor requests authority to sell the Barry Lane Property to Buyer, subject to
3 those terms and conditions set forth in *Residential Purchase Agreement*.

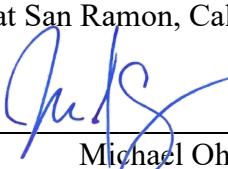
4 5. I have personally communicated with Paul Greenfield and the authorized
5 representatives of Dakota Note, LLC and related entities holding an interest in the Dakota Note
6 Encumbrances (as defined in the Motion), and each of these lienholders have affirmatively
7 consented to a sale of the Barry Lane Property pursuant to 11 U.S.C. § 363(f)(3) consistent with
8 the terms and conditions of sale set forth in the Motion.

9 6. I have personally reviewed the Preliminary Title Report for the Barry Lane
10 Property, and as of the date of this declaration, except for the three *lis pendens* identified as the
11 Teymourian Lis Pendens (as defined in the Motion), none of the Teymourian Claimants (as
12 defined in the Motion) have a duly recorded claim, lien, or other encumbrance against the Barry
13 Lane Property, and none of the Teymourian Claims (as defined in the Motion) are duly recorded
14 claims, liens, or encumbrances, against the Barry Lane Property.

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16 I declare under penalty of perjury pursuant to the laws of the United States that the
17 foregoing is true and correct.

18 Executed this 7th day of March 2024, at San Ramon, California.

19 By: _____
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Michael Ohayon

